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17 Animal Logic Entertainment US and Zareh Nalbandian
18 Counterclaimants, Animal Logic LLC, and
19 Animal Logic Entertainment PTY Ltd
and Defendant Zareh Nalbandian

20 **UNITED STATES DISTRICT COURT**
21 **CENTRAL DISTRICT OF CALIFORNIA**

22 JASON LUST, an individual,
23 Plaintiff,
24 v.

24 ANIMAL LOGIC ENTERTAINMENT
25 US, d/b/a ANIMAL LOGIC
26 ENTERTAINMENT, LLC, a California
27 limited liability corporation; ZAREH
28 NALBANDIAN, an individual; and
DOES 1 through 20, inclusive,
Defendants.

Case No.: 17-CV-00308-JAK-AFM

Hon. Judge John A. Kronstadt

JOINT STATEMENT OF THE CASE

**And related Counterclaims and Third
Party Complaint**

Complaint Filed October 31, 2016

FPC: February 10, 2020
Time: 1:30 p.m.
Place: Courtroom 10B

Trial Date: February 25, 2020
Time: 9:00 a.m.
Place: Courtroom 10B

Pursuant to the Court's Standing Order for Civil Cases, Plaintiff and Counterclaim-Defendant Jason Lust ("Plaintiff") and Defendant and Counterclaimant Animal Logic Entertainment, LLC and Counterclaimant Animal Logic Entertainment PTY, Ltd. (collectively, "ALE") hereby submit their Joint Statement of the Case.

JOINT STATEMENT OF THE CASE

The parties to this case are Jason Lust, who is the plaintiff and a counter-defendant, Animal Logic Entertainment LLC, who I will refer to as ALE and is a defendant and counterclaimant, and Animal Logic Pty LLC, which is an Australian sister company of ALE and who is a counterclaimant in this case, and who I will refer to as ALE AU.

Pursuant to an agreement dated February 28, 2013, ALE contracted with Lust for him to help develop motion picture projects for ALE over a two year term. In exchange, Lust would be entitled to a percentage of production fees and profit participations received by ALE on the projects he worked on along with credit as a producer or as an executive producer if needed for financing. These rights would extend beyond the term of the agreement for up to five years. As part of his production services, Lust agreed that his work would become the property of ALE and that he would execute documents as needed to reflect that fact.

During the term of that contract, Lust worked on several projects, including what would become the theatrical motion picture *Peter Rabbit*, which was released by Columbia Pictures in 2018. Columbia Pictures, however, did not sign a Producer's Agreement for *Peter Rabbit* with ALE until more than a year after the term of his contract with ALE ended. Lust is credited on *Peter Rabbit* as an executive producer and has been credited with all monies due him under his contract with ALE.

Lust contends that ALE caused Columbia Pictures not to use Lust's services as a producer on *Peter Rabbit* and caused Columbia Pictures to credit him as an

1 executive producer rather than as a producer. ALE responds that Columbia
 2 Pictures on its own decided that its application to receive a tax benefit from an
 3 agency of the Australian government would be enhanced by crediting Lust, who is
 4 a United States Citizen, as an executive producer rather than a producer.
 5 Additionally, it was Columbia Pictures' decision not to use Lust's services as a
 6 producer on the film.
 7 ALE contends that during the term of its contract with Lust, Lust refused to sign
 8 acknowledgements requested by studios that the work he did on projects was the
 9 property of ALE. ALE contends that these refusals amount to a breach of contract.
 10 Additionally, both ALE and its sister entity ALE AU contend that Lust's refusals
 11 amount to a tortious interference with their contractual relationships with studios
 12 and other production companies, and, to the extent that these relationship were not
 13 yet formalized as a contract, tortuously interfered with the prospective economic
 14 advantage from such relationships. Lust denies ALE's claims.

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 16 Dated: January 27, 2020

JOHNSON & JOHNSON LLP

17
 18 By /s/ Neville Johnson
 19 Neville L. Johnson
 20 Attorneys for Plaintiff/
 21 Counterclaim-Defendant,
 Jason Lust and Third-Party Defendant
 SAJ Productions, LLC

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1 Dated: January 28, 2020

FOX ROTHSCHILD LLP

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3 By: /s/ John Shaeffer

4 John J. Shaeffer

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6 Joshua Bornstein

7 Attorneys for Defendant and

8 Counterclaimant, ANIMAL LOGIC

9 ENTERTAINMENT, LLC,

10 Counterclaimants/Third-Party

11 Complainants, ANIMAL LOGIC LLC, and

12 ANIMAL LOGIC ENTERTAINMENT

13 PTY LTD., Defendant ZAREH

14 NALBANDIAN